



# Price Agreement Amendment

Page 1 of 1  
Printed: 10/6/2005

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

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SPRAGUE ENERGY CORP  
TWO INTERNATIONAL DR  
SUITE 200  
PORTSMOUTH NH 03801

## FUEL OIL #6

Amendment Date: 10/05/2005  
Original Award Date: 10/06/2004  
Buyer: ROCHE, LINDA P  
Phone #: (401) 222 - 2142 ext. 118  
FOB: F.O.B., Destination  
  
Terms: Net 30

Change Order Number

1

Award Number

**68M00314044**

Effective Period:

10/01/2004 - 09/30/2006

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Change Order Note: CHANGE ORDER #1

Department				Bid Number	C/O Req #
ADMINISTRATION				MPA-195	B04205
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1  CHANGE TO P.O. #68M00314044 DATED 10/6/04  CHANGE EFFECTIVE PERIOD: FROM: 10/1/04 - 9/30/05 TO: 10/1/04 - 9/30/06				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us).

Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED



# Notice of Price Agreement Award

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Printed: 10/15/2004

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

V E N D O R	SPRAGUE ENERGY CORP TWO INTERNATIONAL DR SUITE 200 PORTSMOUTH NH 03801	FUEL OIL #6	
		Award Number <b>68M00314044</b>	Effective Period: <b>10/1/04 - 9/30/05</b>

S H I P T O	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA	Date: 10/06/2004 Buyer: LINDA ROCHE Shipping: F.O.B., Destination Terms: Net 30	I N V O I C E	ADMINISTRATION MASTER PRICE AGREEMENT RELEASE AGAINST RI MPA

Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-195	B04205
Item		Unit	Unit Price
	<p>10/1/04 - 9/30/05 WITH THE OPTION TO RENEW FOR (3) THREE ADDITIONAL (12) TWELVE MONTH PERIODS AT THE STATE'S SOLE DISCRETION.</p> <p>MASTER PRICE AGREEMENT #195</p> <p>THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE.</p> <p>ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.</p> <p>CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.</p> <p>AUTHORIZATION AND RELEASE. In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.</p> <p>A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-195	B04205
Item		Unit	Unit Price
	<p>THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.</p> <p>STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).</p> <p>EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE, PROVIDENCE, RI 02904 (401-222-2056).</p> <p>THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.</p>		

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		Award Number <b>68M00314044</b>	Effective Period: <b>10/1/04 - 9/30/05</b>

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-195	B04205
Item		Unit	Unit Price
	<p>VENDOR WILL CONFORM TO DEPARTMENT OF HEALTH REGULATIONS ON LIMITING SULFUR CONTENT OF FUELS.</p> <p>ALL DELIVERIES MADE WHEN STATE PERSONNEL ON DUTY.</p> <p>BUNKER "C" #6 OIL MUST BE CHECKED BY AN AGENCY STATE EMPLOYEE, BOTH BEFORE DELIVERY TO THE TANK AND AFTER THE TANK HAS BEEN SERVICED.</p> <p>COOPERATION OF THE DRIVER AND A STATE EMPLOYEE IS MANDATORY TO GAUGE THE TANKS BY "STICKING". THE CALIBRATION OF EACH TRUCK IS REQUIRED BY STATE LAW.</p> <p>A PERMANENT RECORD MUST BE MAINTAINED FOR INSPECTION OFFICER.</p> <p>ON ALL DELIVERIES OF #6 OIL, THE QUANTITIES SHALL BE COMPUTED ON THE BASIS OF U.S. GALLON OF 231 CU. IN. EACH AND BARRELS OF 42 SAID GALLONS, IF ANY QUANTITIES ARE MEASURED BY BARRELS, CORRECT FOR THE TEMPERATURE AT LOADING TO THE STANDARD TEMPERATURE OF 60 DEGREES F IN ACCORDANCE WITH METHOD NUMBER 9001.3 (A.S.T.M. STANDARD D1250) AS OUTLINED IN FEDERAL TEST METHOD STANDARD NUMBER 791.</p> <p>IF GRAVITY VALUE IS NECESSARY FOR SELECTION OF THE PROPER GROUP IN THE VOLUME CORRECTION IN ACCORDANCE WITH FEDERAL METHOD NUMBER 401.4 (A.S.T.M. METHOD D-287). FAILURE ON THE PART OF THE CONTRACTOR TO MAKE PROPER TEMPERATURE ADJUSTMENTS WILL BE SUFFICIENT CAUSE FOR CANCELLATION OF THE CONTRACT.</p> <p>ALL DELIVERIES OF #6 FUEL OIL MUST BE ACCOMPANIED BY A STATEMENT SHOWING THE VOLUME AND TEMPERATURE OF THE OIL WHEN IT WAS LOADED INTO TRANSPORT OR TANK WAGON AT THE STORAGE PLANT AND THE VOLUME CORRECTED TO 60 DEGREES F.</p> <p>THE DIVISION OF PURCHASES MAY REQUIRE SUBMISSION OF FUEL ANALYSIS OR RESULT OF STOCK SAMPLING, OR BOTH, TO INSURE COMPLIANCE AT THE VENDOR'S EXPENSE.</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-195	B04205
Item		Unit	Unit Price
	<p>PRICES QUOTED SHALL BE BASED ON THE LOWER OF THE BOSTON OR PROVIDENCE TERMINAL (WHICHEVER IS LOWEST ON THE REQUESTED DAY) POSTED TANK CAR PRICE AS SHOWN UNDER "DAILY PETROLEUM PRICES" OF THE JOURNAL OF COMMERCE.</p> <p>THE VENDOR IS REQUIRED TO BILL ONCE PER MONTH ON A NON-STATEMENT STRICTLY INDIVIDUAL INVOICE BASIS (NO BALANCE FORWARD) WHICH IS TO BE FORWARDED DIRECTLY TO THE "BILL TO" ADDRESS. THE STATE OF RHODE ISLAND CANNOT MAKE PAYMENT FROM A STATEMENT. PAYMENT SHOULD NOT BE EXPECTED IMMEDIATELY AFTER EACH DELIVERY.</p> <p>THE POSTING BASE FROM ABOVE MINUS THE INCREMENT YIELDS THE TOTAL NET UNIT PRICE.</p> <p>PRICE SUBJECT TO INCREASE OR DECREASE AS NOTED IN THE PUBLICATION USED. CHANGES ARE TO BE BASED UPON THE POSTINGS OF THE JOURNAL OF COMMERCE LOWER OF BOSTON OR PROVIDENCE TERMINAL TANK CAR PRICE OR THE NEW YORK HARBOR PRICE. THE POSTING DATE, NOT THE DATE OF ISSUE, WILL BE THE BASE.</p> <p>ONLY CHANGES AT THE TIME OF A DELIVERY NEED BE REPORTED. SHOULD A CORRECTION APPEAR WITHIN A LATER ISSUE, THE CORRECTION WILL BE EFFECTIVE ONLY IN THE EVENT THAT THERE IS A (3 CENT) OR GREATER DIFFERENCE AND IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO MAKE THE APPROPRIATE CHANGES. THE STATE RESERVES THE RIGHT TO AUDIT THE RECORDS USED IN THE COMPUTATION OF ANY REQUESTED INCREASE.</p> <p>THE VENDOR IS RESPONSIBLE FOR ALL THE REQUESTED INFORMATION. ALL NOTIFICATIONS OF PRICE CHANGES TO BE SENT TO THE DIVISION OF PURCHASES.</p>		

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Department		Bid Number	Requisition Number
ADMINISTRATION		MPA-195	B04205
Item		Unit	Unit Price
	<p>THE REQUIREMENTS LISTED ARE APPROXIMATE AND THE DISTRIBUTION POINTS ARE MEANT TO COVER THE LOCATIONS AS PER BID. CHANGES IN TYPE OF FUEL MAY RESULT IN CANCELLATION OR DECREASE IN ORDERS AND ADDITIONAL DELIVERIES WITHIN A REASONABLE DISTANCE OF AWARDED DELIVERY POINTS MUST BE ACCEPTED BY VENDOR AT BID PRICE ARRANGEMENTS. THE STATE RESERVES THE RIGHT TO NEGOTIATE WITH THE LOW BIDDER. AWARD OF A FIRM PRICE MAY EFFECT THE TOTAL VOLUME DELIVERED TO EACH LOCATION.</p> <p>THE STATE RESERVES THE RIGHT TO CANCEL ITS AGREEMENT UPON TEN (10) DAYS NOTICE FOR CAUSE AS DETERMINED BY PURCHASING AGENT OR AS THE RESULT OF ANY CHANGE ESTABLISHED BY GOVERNMENT REGULATION, STATE OR FEDERAL.</p> <p>FUEL OIL #6 1% SULFUR TO BE DELIVERED TO THE FOLLOWING LOCATIONS: LOWER PROVIDENCE/BOSTON POSTING MINUS INCREMENT (-\$4.17) LOCATION: CENTRAL POWER PLANT, CRANSTON, RI</p> <p>DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.</p> <p>VENDOR TELEPHONE #: 603-430-5391 VENDOR FAX #: 603-430-5382</p>		

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## **TERMS AND CONDITIONS OF PRICING AGREEMENT**

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, "no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe." Under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

## **ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT**

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**DELIVERY** – If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** – All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.